

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, OCTOBER 13, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE-CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, GREG MURRAY, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens, called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Chairman Stephens requested an amendment to the agenda to add executive session to discuss personnel. Vice Chairman Brinson made a motion to approve the agenda with this amendment. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' Meeting held September 22, 2020, as presented. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Update – Extension Service. Lindsey Hayes with the Extension Service presented an update to the Board on the activities at the Extension Service. Mrs. Hayes stated that due to the Covid-19 pandemic they have been following CDC guidelines suspending in-person educational services but have continued to provide educational services virtually. Mrs. Hayes stated that several Decatur County students were selected to compete in regional and state leadership roles. The program has also been able to service around 500 students each month countywide from all the school systems. Mrs. Hayes also stated that even though the Georgia State Fair was cancelled, the students were still able to compete in Perry GA. Also, the Cloud Livestock barn was starting to fill up with animals for the winter show season. Mrs. Hayes said they have two staff openings that she is hoping to be filled soon and they would be fully staffed again. Mrs. Hayes thanked the Board for their continued support.

Consider Approval – CDBG Administrative Services Agreement. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that the Board had approved the 2021 CDBG application process in a previous meeting. A Request for Qualifications for an Administrative Service provider for the project was advertised and a three-member committee was appointed to review the submitted proposals.

The committee evaluated and scored each firm that responded and recommended the firm of Bob Roberson and Associates as the provider for the 2021 CDBG Administrative Services. Commissioner Davis moved, seconded by Commissioner Brock, that based upon a review of the proposals received, the scoring of the criteria on the scoring worksheets, and following discussion of the proposals that Decatur County hire Bob Roberson and Associates as the administrative consultants. The motion passed unanimously. A copy of the agreement is attached.

Consider Approval – CDBG Engineering Services Agreement. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that a Request for Qualifications were advertised for engineering services for the 2021 CDBG project and the same three-member committee evaluated the submitted proposals. County Administrator Thomas recommended to the Board to approve Watkins and Associates as the 2021 CDBG provider for Engineering Services. Vice Chairman Brinson moved, seconded by Commissioner Anderson, that based upon a review of the proposals received, the scoring of the criteria on the scoring worksheets, and following discussion of the proposals for Decatur County to hire Watkins and Associates as engineering consultants to design and to complete the CDBG project for the County as proposed. The motion passed unanimously. A copy of the agreement is attached.

Consider Approval – Motor Grader for Public Works. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that a bid request for the replacement of a motor grader had been duly advertised and provided to various vendors. Three (3) bids were received and the tabulation sheet has been provided for review and a copy is attached to these minutes. County Administrator Thomas recommended to the Board to approve the purchase of the motor grader from Yancey Brothers for a model 140 motor grader in the amount of \$241,897 with a 5 year buy back guarantee of \$90,000 and \$124,555 trade in value for the current machine. Commissioner Brock made a motion to approve the purchase of the motor grader. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

EXECUTIVE SESSION

Commissioner Anderson made a motion to enter into executive session to discuss personnel matters. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Vice-Chairman Brinson made the motion to enter back into regular session. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Appointments. Chairman Stephens recommended that the Board approve the re-appointments of all members of the various boards, committees or authorities that have expiring terms during this calendar year. A list with the name of each appointment and term of appointment is attached to these minutes and highlighted in yellow. Commissioner Davis made a motion to approve the list of appointments and re-appointments as identified in the attached list. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Chairman Stephens stated that there was a vacancy on the Recreational Authority since Brandon Conley will not be able to continue to serve due to his election as a member of the Board of Education. Chairman Stephens stated that Winston Brock Jr, has submitted his name for that appointment and he recommended that Winston Brock, Jr. be appointed to fulfill the remainder of Brandon Conley's term. Vice Chairman Brinson made a motion to approve Winston Brock Jr, as a member of the Recreational Authority to fulfill the unexpired term of Brandon Conley, Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting and thanked Lindsey and the Extension Service for all they do for the community.

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Approved: Pete Stephens
Pete Stephens, Chairman

Attest: Michelle B. West
Michelle B. West, County Clerk

Bob Roberson and Associates, Inc.

Local Government Management Consultants

23 8th Avenue, S.E.
Moultrie, Georgia 31768
(229) 890-8662
FAX (229) 890-8665

September 30, 2020

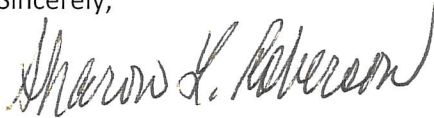
Mr. Alan Thomas, County Administrator
Decatur County
P. O. Box 726
Bainbridge, Georgia 39818

Dear Mr. Thomas:

Attached is our Contract for Professional Services for the CDBG 2021 project. Following the scoring of the worksheets, and once the county has made their selection, please have the Chairman sign the two sets of Contracts for Professional Services as indicated. Keep one contract for your files and send the other one back to me for our files.

Please call if you have questions.

Sincerely,



Sharon L. Roberson

Enclosure

Basis of Selection for Engineering Consulting Services

Decatur County, pursuant to the implementation of our CDBG-EIP Award, has solicited proposals from interested, qualified firms to provide engineering consulting services. An ad was published on our website, in the Bainbridge Post Search Light, on the bulletin board in the county offices, and a RFP was mailed to various firms to solicit proposals. The qualifications of respondents were evaluated as per the following criteria:

Ability to provide the disciplines necessary for this project.

Firm's experience with this type of construction.

Key personnel experience with this type of construction.

Quality of reference information.

Experience with CDBG projects.

Competitive prices.

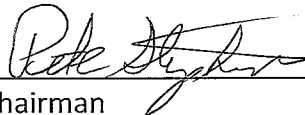
Firm could meet PER/PAR deadline.

Firm carries Errors and Omissions Insurance.

Based on a review of the proposals received, Watkins and Associates have been selected as Engineering Consultants for our CDBG project. A contract will be negotiated with them in accordance with our interpretation of the Procurement Standards for Federally Funded projects.

10-13-2020

Date



Chairman

Michelle B. West

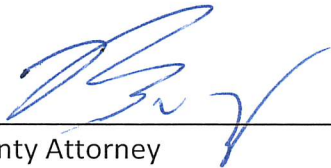
Attest:

Clerk

City Attorney Review of Contract

I, Bruce Kirba Jr, have reviewed the proposed contract between Watkins & Assoc and Decatur County, which provides for the provision of project engineering services. I have determined that the contract is consistent with local procurement practices and applicable CDBG regulations.

10-13-2020
Date


County Attorney

AGREEMENT
FOR ENGINEERING AND RELATED
PROFESSIONAL SERVICES

THIS AGREEMENT made as of 13th day of October, 2020, by and between the **DECATUR COUNTY BOARD OF COMMISSIONERS** hereinafter referred to as the "Client", and **WATKINS & ASSOCIATES, L.L.C.**, hereinafter referred to as the "Consultant".

WHEREAS, the Client intends to implement a grant award program under the Community Development Block Grant and other funding sources which will be paid for in full or in part with financial assistance from the United States of America, acting through the Federal Community Development Block Grant Program as administered for the Federal Department of Housing and Urban Development by the State of Georgia Department of Community Affairs, (hereinafter referred to as DCA); and

WHEREAS, the Client requires certain technical services for the implementation of such grant award program; and

WHEREAS, the Client recognizes that the Consultant has the expertise which it requires; and

WHEREAS, the Parties hereto are desirous of entering into an agreement for Consultant to furnish the various technical services hereinafter described which the client requires.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

I. SELECTION OF CONSULTANT

The Consultant has been selected by the Client following an objective review of the Consultant's ability to provide the specified services, in compliance with local standards for procurement of professional services and Federal Circular No. A-102.

II. SCOPE OF SERVICES

1. Services by Consultant:

The Consultant shall perform all the necessary surveying, engineering design, preparation of Contract Documents, specifications and Contract Administration specified in this Agreement in connection with the Client's Funding Program, (hereinafter referred to as "the Project") as follows:

- Provide surveying services necessary for preparation of construction plans and associated construction related permits.
- Prepare Construction Plans for project. The plans shall consist of: Soil and Erosion Control Plan; Plan to include topo, alignment and piping; water & Sanitary Sewer improvements, Summary of Quantities Sheet; and Details that meet Georgia Department of Transportation Standards.
- Preparation of all necessary drainage easement drawings (if needed) and documents. Easements to be obtained by the Decatur County Board of Commissioners.
- Submit and obtain required permits and approvals from the appropriate government agencies (i.e. Erosion Control Permit, NPDES Notice of Intent, U.S Corps of Engineers, etc.).
- Assist the Decatur County Board of Commissioners in advertising for bids. Hold bid opening and prepare Bid Tabulation and Recommendation of Award.
- Prepare all Contract Documents and submit to the Decatur County Board of Commissioners for review and approval.
- Attend Pre-Construction Conference and issue Notice to Proceed.
- Provide and perform Construction Review Services.

- Review Contractor's payment request. Prepare necessary change orders.
- Provide Final Construction Review.

2. Obligation of Client:

The Client shall provide all the necessary support to assist Consultant in the performance of its services outlined above regarding the project as follows:

- (a) Provide timely overall policy direction for project.
- (b) Provide legal services incidental to or necessary for: entering contracts or resolving contract disputes, acquisition of rights-of-way and exercise of eminent domain.
- (c) Inform Consultant of and assist Consultant with any unusual site conditions.
- (d) Obtain easements and/or rights-of-way necessary for design and construction of the project; and
- (e) Make itself, its employees, and officials available to Consultant for timely consultation and decision-making.

III. TIME OF PERFORMANCE:

Upon execution of this Contract and commitment by a grant funding agency or other funds to the Client, Consultant will commence performance of its services hereunder, and will complete same within a time period required to meet project schedules.

IV. COMPENSATION:

In consideration of services rendered under the provisions of this Contract, the Client will pay the Consultant fees for services as indicated in the Preliminary Engineering Report submitted to the Decatur County Board of Commissioners and the Department of Community Affairs.

V. METHOD OF PAYMENT:

Compensation for services rendered and associated expenses under this Contract shall be made in monthly payments in proportion to progress on project activities as billed by the Consultant.

VI. THE PROJECT:

The project for which the grant funds have been or will be committed is generally described as follows:

FY-2021 Community Development Block Grant
CDBG Project No.: To Be Determined

VII. NOTICES AND REPRESENTATIVES:

- (a) All notices required herein between the parties hereto shall be given in person or by mail and if by mail such notice shall be considered as given on the date following date of mailing in the United States Mail with proper postage affixed thereto and addressed as follows, which are the respective names and addresses of the Client and Consultant:

CLIENT: **DECATUR COUNTY BOARD OF COMMISSIONERS**

ATTENTION: **Mr. Pete Stephens, Chairman**

CONSULTANT: **WATKINS & ASSOCIATES, L.L.C.**

103 West 6th Street

Tifton, GA 31794

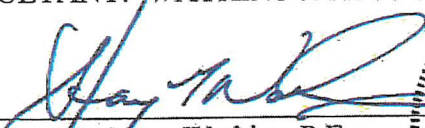
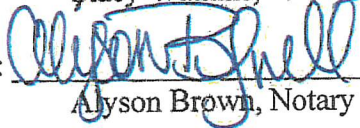
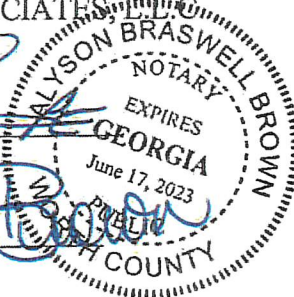
ATTENTION: **Stacy Watkins, P.E.**

- (b) The persons to whose attention the notices described in subparagraph (a) above are to be directed shall be the respective representatives of the Client and the Consultant who will act as liaisons for administration of the Contract.

VIII. TERMS AND CONDITIONS:

The terms and conditions attached hereto as "Exhibit A" are expressly understood and are mutually agreed to by the Parties hereto. The said terms and conditions are hereby incorporated herein and made a part of this agreement by this reference.

IN WITNESS WHEREOF the Parties have made and executed, sealed and delivered in duplicate as of the day and year first above written, each of the said Parties keeping one of the copies hereof.

CONSULTANT: WATKINS & ASSOCIATES, L.L.C.
By: 
Stacy Watkins, P.E.
ATTEST: 
Alyson Brown, Notary


CLIENT: DECATUR COUNTY BOARD OF COMMISSIONERS

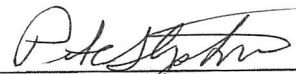

By: 
Mr. Pete Stephens, Chairman
ATTEST: 
Ms. Michelle West, County Clerk

EXHIBIT "A"
TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner any material obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Termination by Mutual Consent. This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.
3. Changes. The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.
 - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
5. Reports and Information: The Consultant, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
6. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract. These records will be made available for audit purposes to the

Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
9. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
 - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11245 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
14. Interest of Members of a Public Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
16. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. Georgia Energy Code. The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.
18. Architectural Barriers. The Consultant and Client do hereby acknowledge and agree that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.
19. Rehabilitation Act of 1973. Section 504 Handicapped.
 - a. The engineer will not discriminate against any applicant for the employment or employee because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The engineer agrees to take affirmative action to employ, advance in employment and otherwise treat handicapped individuals without discrimination based on their physical or mental handicap in all employment practices such as the following: employment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - b. In the event of the engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders for the Secretary of Labor issued pursuant to this Act.
 - c. The engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the owner or contracted administrator for this program. Such notices shall state the engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - d. The engineer will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and

is committed to take affirmative action to employ and advance in employment qualified physically and mentally handicapped individuals.

- e. The engineer will include the provisions of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503 of this Act, so that such provisions will be binding to each subcontractor or vendor. The engineer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance. Programs may direct to enforce such provision, including action for noncompliance.

20. Termination. Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the consultant shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the consultant shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/County may terminate this contract by giving written notice to the consultant of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the consultant shall be liable to the City/County for any additional cost incurred by the Owner in its completion of the work. Furthermore, the consultant will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the consultant during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

21. Liquidated Damages for Delays. There will be no liquidated damages for this contract.

22. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- a. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. To any acts of the Owner.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

- d. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period commensurate with the period of excusable delay.

Basis of Selection for Administrative Consulting Services

Decatur County, pursuant to the implementation of our CDBG-EIP Award, has solicited proposals from interested, qualified firms to provide administrative consulting services. An ad was published on our website, in the Bainbridge Post Search Light, placed on the bulletin board in the county offices and a RFP was mailed to various firms to solicit proposals. The qualifications of respondents were evaluated as per the following criteria:

Consultant's knowledge of CDBG Guidelines and regulations. Years of experience.

Capacity to complete scope of work.

Consultant's past performance.

Consultant's experience in administration of this type of project.

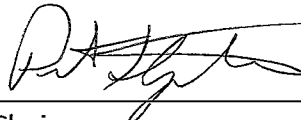
Consultant's current workload.

Consultant's Fee

Based on a review of the proposals received, Roberson and Associates, Inc. have been selected as Administrative Consultants for our CDBG project. A contract will be negotiated with them in accordance with our interpretation of the Procurement Standards for Federally Funded projects.

10-13-2020

Date



Chairman


Michelle B. West

Attest:
Clerk

City Attorney Review of Contract

I, Bruce Kirbo Jr, have reviewed the proposed contract between Bob Roberson & Assoc and Decatur County which provides for the provision of project administrative services. I have determined that the contract is consistent with local procurement practices and applicable CDBG regulations.

10-13-2020
Date


County Attorney

Agreement for Professional Services

This AGREEMENT, made and entered into as of the 13th day of October, 2020, by DECATUR COUNTY, hereinafter referred to as "Client," and ROBERSON AND ASSOCIATES, INC., hereinafter referred to as "Consultant."

Whereas, the Client intends to apply for grants under the Community Development Block Grant Program, which, if funded, will be paid for in full or in part with financial assistance from the United States of America, acting through the Federal Community Development Block Grant as administered for the Federal Department of Housing and Urban Development by the State of Georgia Department of Community Affairs (hereinafter referred to as "DCA"); and

Whereas, the Client requires certain technical, clerical, and administrative services for the compilation of data and exhibits and in completing the application for such grant program, and to successfully complete the project if funding is provided; and

Whereas, the Client recognizes that it lacks the expertise to provide such technical, clerical, and administrative services to complete the data, exhibits and the said application for such grant program, and successfully complete the project if a grant is awarded; and

Whereas, the Client recognizes that the Consultant has the expertise, which it requires; and

Whereas, the Parties hereto are desirous of entering into an agreement for the Consultant to furnish the various technical and administrative services hereinafter described, which the Client requires;

Whereas, the Client, at a meeting held on the 13th day of October, 2020, passed a motion authorizing the entering of this agreement; and NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

I. SELECTION OF CONSULTANT:

The consultant has been selected by the Client following an objective review of the Consultant's abilities to provide the specified services, in compliance with local standards for procurement of professional services and the regulations governing the CDBG program.

II. SCOPE OF SERVICES:

A. Services by Consultant

1. The Consultant shall perform all the necessary services specified in this Agreement in connection with completion of applications for Community Development Block Grant as follows:

- a. Furnish necessary preliminary project definition and cost estimates, based on known, existing conditions;
- b. Assist Client in obtaining documentation to establish community need and eligibility for such block grants;
- c. Assist Client in the completion of applications and all supporting documents necessary to apply for said grants;
- d. Furnish consulting services incidental to the above; and
- e. Adhere to all applicable requirements in the CDBG Applicants and Recipients Manuals, as well as to other directives issued by Georgia DCA.

2. The consultant shall perform all necessary services specified in this Agreement in connection with administration of Community Development Block Grant Awards as follows:

- a. Assist Client in establishing Project files;
- b. Assist Client in establishing and maintaining financial record keeping systems; preparation of draw/disbursement requests; assistance with holding public hearings; prepare quarterly reports;
- c. Assist Client in bidding, contracting, and other project activities; assisting the city with Davis-Bacon, and related labor requirements

including weekly payroll review and employee interviews; assisting the city with meeting Affirmatively Furthering Fair Housing (AFFH) requirements; and preparation of close-out documents; and

- d. Provide technical assistance on administrative items necessary to successfully complete projects as required by the terms of the CDBG program.

B. Services by Client:

1. The Client shall provide all necessary support to assist the Consultant in the performance of services outlined above in connection with the completion of applications for Community Development Block Grants, and administration of projects should grants be awarded as follows:

- a. Make itself, its employees and officials available to Consultant and its staff for timely consultation and decision making.
- b. Obtain income and population data in project areas as specified by Consultant;
- c. Provide resolutions and data needed by Consultant from Client as may be necessary to properly complete such applications;
- d. Provide all other reasonable and necessary support and information required by Consultant, which may be necessary to complete such applications;
- e. Provide adequate office space and clerical staff for maintenance of project files;
- f. Provide timely overall policy direction for projects;
- g. Provide legal services incidental to or necessary for entering into contracts, resolving contract disputes, acquisition of rights-of-way or related project issues;
- h. Provide necessary accounting and audit services;
- i. Provide all other reasonable and necessary support required by the Consultant as may be necessary to complete projects; and

- j. Client agrees to submit Grant Applications to the Department of Community Affairs upon completion by the Consultant by the application deadlines specified by DCA for funding cycles.
- k. Client agrees that on April 1st, it must be in compliance with QL/Comprehensive Planning requirements, Local Government Finance Reporting requirements, The Government Management Indicators Survey requirements, and the Local Government Audit Act, and timeliness criteria on prior projects for the application cycle. Must also have an active SAM account. Client agrees to remain in compliance throughout the application review period. Client recognizes that failure to be in comply will result in the application (project) being ineligible to receive CDBG funding. Should this occur, Consultant will be paid the sum of \$5,000.

III. TIME OF PERFORMANCE:

A. Upon execution of this agreement, the Consultant will commence performance of services hereunder, and will complete same within a time period that will allow applications to be submitted by the application deadlines specified by DCA for the funding cycles.

B. Upon award of grants, the Consultant will commence performance of services hereunder, and will complete same in a timely manner as specified by the implementation schedule contained in the application and reasonable progress as determined by actual project conditions.

C. In event funding not approved for first fiscal submittal, then consultant will be afforded the opportunity to resubmit the application in next fiscal funding cycle. Should the client elect not to resubmit the application, or allow some other firm to resubmit the application, the consultant will be paid the sum of \$3,000.

IV. COMPENSATION:

In consideration of the services rendered under the provisions of this Agreement, the Client will pay the Consultant fees for services rendered as follows:

A. No fees or compensation are owed to the Consultant if grant applications are not funded.

B. If application is approved and funded, Client will pay the Consultant the amount specified in the grant for administrative services.

C. In the event client elects to terminate project after approval, Consultant will be paid the sum of \$20,000 plus "out-of-pocket" expenses not to exceed \$1,000.

D. Compensation for services rendered under this agreement shall be paid in proportion to progress on Project activities as billed by the Consultant.

V. DISCLAIMER OF WARRANTIES:

Client understands and acknowledges that the awarding of grants which will be applied for pursuant to this Agreement, are subject to numerous variables, including, but not limited to, availability of funds, amount applied for, size of projects, number of applications received, type of projects, and certain intangibles. Therefore, Client understands that Consultant has not and does not make any warranties, representations, or guarantees that applications will be approved or funded.

VI. THE PROJECTS:

The project for which said grant applications shall be submitted are generally described as follows: Community Development Block Grant Programs Applications and Projects for the Client.

VII. TERMS AND CONDITIONS:

In addition to the scope of work to be performed as described in item VI above, this contract shall be governed by the Terms and Conditions outlined in Exhibit "A" that are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the day and year first above written.

DECATUR COUNTY

BY: 

ATTEST: Michelle B. West

DATE: 10-13-2020

ROBERSON AND ASSOCIATES, INC.

BY: Bob Roberson

ATTEST: Sharon P. Roberson

DATE: Sept 30, 2020

EXHIBIT A

Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner any material obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation, or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the opinion of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Termination by Mutual Consent. This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least twenty (20) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.
3. Changes. The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.

All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation,) without the prior written consent of the Client thereto. Provided, however, that claims for money by the Consultant from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

6. Reports and Information. The Consultant, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs, and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Client to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Client.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the consultant are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and the Consultant shall have the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during this employment, without regard to race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Consultant will comply with the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11245 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Consultant will take such action with respect to any subcontract or purchase order as the Client may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Client, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Section 3 Compliance in the Provision of Training Employment and Business Opportunities. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.170u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Members of a Public Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

16. Interests of Other Local Public Officials. No members of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

17. Interest of Consultant and Employees. The consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performances of his/her services hereunder. The consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

18. Georgia Energy Code. The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.

19. Architectural Barriers. The Consultant and Client do hereby acknowledge and agree that provisions of the State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on October 13, 2020.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:30 (a.m.)/p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

 Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

 Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____;

 Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

 Other _____ as provided in _____.

This 13th day of October, 2020.

Sworn to and subscribed
Before me this 13th day of
October, 2020.

Notary Public Michelle B. West
My commission expires:

Pete Stephens
Pete Stephens, Chairman
Decatur County Board of Commissioners

